

ENGINEERING INDUSTRIES
PENSION FUND and METAL
INDUSTRIES PROVIDENT FUND

REQUEST FOR PROPOSALS

APPOINTMENT OF A PANEL OF
LAW FIRMS TO PROVIDE DEBT
COLLECTION AND RELATED LEGAL
SERVICES

Date:
10 December 2025

RFP Reference:
RFP2026/01 – Debt Collection Panel

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REQUEST FOR PROPOSALS

Appointment of a Panel of Law Firms for Debt Collection and Related Legal Services

RFP Reference:	RFP 2026/01 – Debt Collection Panel
Issue Date:	10 December 2025
Compulsory Briefing Session:	16 January 2026 (MS Teams)
Closing Date & Time:	30 January 2026 at 12h00 South African time

1. Background

The ENGINEERING INDUSTRIES PENSION FUND (EIPF) is a defined benefit pension fund, and the METAL INDUSTRIES PROVIDENT FUND (MIPF) is a defined contribution provident fund registered in terms of the Pension Funds Act 24 of 1956, collectively referred to as “the Funds”. The Funds have approximately 232 000 members and assets under management of R171 billion, and are administered by the Metal Industries Benefit Funds Administrator (MIBFA). The Funds seek to appoint panel of suitably qualified and experienced law firms, on a non-exclusive basis, for the provision of debt collection and related legal services for a period of five (5) years.

The purpose of this RFP document is to provide broad details relevant to the services required and is not intended to provide a detailed overview of every action required.

2. Objectives

The Funds intend to appoint a non-exclusive panel of law firms through an open competitive bidding process to assist the Funds with legal recovery of arrear contributions and related matters. The panel is to be established through a quality-based selection approach (QBS), which will require the evaluation of the legal professional service providers based on capability as per the evaluation criteria included herein / set out below:

- To recover monies owed to the Funds (including, but not necessarily limited to, unpaid employer contributions, overpayments to members, Section 37D deductions, divorce order debts, and fraudulent payments) in the most cost-effective and compliant manner.
- To ensure all recovery actions comply with the Pension Funds Act, FSCA Conduct Standards and other regulatory materials, National Credit Act, Debt Collectors Act, the Protection of Personal Information Act, and the Funds' internal Debt Management Policies.

3. Scope of Services Required: Debt Collection & Recovery

- Acknowledgement of debt drafting and negotiation
- Issuing of letters of demand (Section 13A, etc.)
- Instituting legal action/litigation against defaulting employers and members (summons, default judgment, emoluments attachment orders, warrants of execution, Section 65 financial enquiries, sequestration/liquidation applications where justified) and reporting to SAPS Commercial Crimes (and related watch and brief in criminal cases).
- Tracing of defaulting employers and members
- Reporting and monthly reconciliation of recoveries
- Handover of prescribed debts for write-off recommendations

Estimated Annual Volumes (Indicative Only – No Volumes Guaranteed)

Debt Type	Approx. Annual Cases	Approx. Annual Value
Unpaid employer contributions	480	ZAR 18 000 000

4. RFP Response Guidelines

4.1. Point of Contact

This RFP is issued on an open tender notice format with a definite closing date and time.

Respondents are required to submit their responses in expansive detail and on time to qualify for consideration of their responses.

During the open response time, the central point for all queries relevant to the provision of background information and points of clarity relevant to this RFP, will be managed through a central mailbox. In the interest of all parties concerned all queries must be submitted in writing only.

The electronic mail address for queries is louwresses@mibfa.co.za. No telephonic or verbal queries will be entertained.

After the distribution of this RFP, an optional briefing session will be conducted with all potential respondents to provide further information and address questions relevant to the RFP. The briefing session is scheduled for 10h00 SA Time on 16 January 2026, via Microsoft Teams. Interested participants to send their email addresses by 9 January 2026, 12h00 South African Time to louwresses@mibfa.co.za, whereafter the MS Teams link will be shared. Attendance is limited to two (2) persons per respondent.

The Email Subject for all communication relating to this RFP is '*RFP for establishment of Legal Panel*'. A request with the Microsoft Teams meeting information will then be forwarded to the email address provided. Respondents must not contact any of MIBFA or the Funds' Trustees, executives, consultants, or staff members to discuss matters related to this RFP or the RFP process. Such an attempt or discussion of this RFP with any person within or associated with MIBFA or the Funds other than the designated contact email as above will result in the disqualification of that respondent from the process.

4.2. RFP process and submission procedure

The Funds will review proposals at their discretion against a set of pre-defined criteria and will rate each proposal on its ability to satisfy the requirements stated in this RFP.

In the event that a preferred supplier is selected, such service provider will be formally notified to make a formal presentation before the selection committee. Once a firm is selected, a formal agreement will be entered into between the Funds and the successful firm detailing issues such as the scope of work, remuneration structure and the term of the contract.

Please note that this a non-exclusive appointment to the Legal Panel from which firms may be selected to be allocated work as and when required, based on the firm's expertise and jurisdiction. Being placed on the panel does not guarantee that work will be allocated to the firm. Accordingly, no promise or guarantee of work is made by appointment to the Legal Panel.

Respondents are requested to be mindful of the time allowed for responses, the closing date and time, the delivery electronic address for proposals and must note that late or incomplete submissions will not be considered.

The RFP must be submitted with the necessary supporting information and documentation, and must at least provide the information requested in this RFP. Failure to so do will result in automatic disqualification. The Funds reserve the right to consider any proposal in its entirety or partially and may appoint more than one service provider or no service provider at all. The Funds' decision is final, and no correspondence will be entered into pursuant to the Funds' decision / once the Funds made a decision.

4.3. Submission Date, Time and Address

The closing date for submission of proposals at the delivery address indicated below is **30 January 2026 at 12h00** (South African time).

RFPs must be saved in a single electronic folder and a link to download the content of the folder must be submitted electronically to louwresses@mibfa.co.za.

All proposals must reach the allocated email address on or before the closing time, in the allowed format. It remains the responsibility of the respondents to ensure that their proposals reach the Funds before the closing date and time, and that the hyperlinks provided are fully functional. Failure to so do will result in automatic disqualification.

All documents must be provided in Adobe PDF. Proposals may not be faxed, or hand delivered, and proposals received by any other means other than the designated email address, will not be considered and will be rendered invalid.

4.4. RFP Timelines

The timelines for the RFP process are as follows:

Activity	Due Date
Issue Date	10 December 2025
Briefing Session & Clarification Questions via MS Teams	16 January 2026 (10h00)
Final response to clarification questions to attendees of Briefing Session.	23 January 2026
Closing date for submissions	30 January 2026 (12h00)

Please note that the above timelines are final and failure to meet them will render any query or submission invalid and no further correspondence will be entered into. The Fund reserves the right to change these timelines.

4.5. RFP Process Requirements

The following minimum requirements will be applied to the RFP process:

- a. Enquiries or points of clarification received after the closing date and time or sent to an email address other than the designated email address will not be accepted and no further notification on this matter will be sent to the sender.
- b. Responses received after the closing date and time will be considered late and will not be accepted.
- c. All responses must be submitted in full on or before the closing time. The Funds will not allow additions and/or amendments to any response to be submitted after the closing date and time and will not receive submissions in separate parts.
- d. Responses may be withdrawn in writing by a respondent prior to the closing date and time.
- e. All enquiries relevant to the RFP may only be submitted to the indicated point of contact and in writing. Telephonic and/or verbal enquiries will not be entertained.
- f. During the course of this RFP process, respondents may acquire limited confidential information relating to the Funds' business, projects and/or members. Respondents are required to keep this information strictly confidential at all times (even after the RFP process has been completed) and may not use or attempt to use or allow such information to be used for personal gain or the

gain of any other person or institution. By participating in this RFP, respondents make an undertaking to keep such confidential information strictly confidential.

- g. Respondents may not disclose such confidential information to any third party, but to the extent that such disclosure may be necessary for the submission of a formal proposal, must approach the Funds for prior approval to share the information with a third party. This does not apply to information which must, by law, be disclosed or becomes available to and known by the public due to no fault on the part of the respondents.
- h. Respondents must comply with the highest ethical standards in order to promote mutual trust and an environment where business can be conducted with integrity, in a fair and reasonable manner. Any attempt to circumvent or derail the process will not be entertained.
- i. Proposals submitted to the Funds will remain valid for a minimum period of 90 days from the closing date.
- j. Respondents will be held to their proposals as submitted. The Funds reserve the right to negotiate the modification of a proposal with the successful respondent in whole or in part.
- k. Agreements reached after such modifications with the successful respondent, or parts thereof, and accepted by the Funds will form part of the contract.
- l. Each proposal will be evaluated for general conformity to specifications and the demonstrated capabilities of respondents to execute the scope of work.
- m. Respondents must provide curricula vitae of all key personnel they propose for execution of the scope of work, with clearly defined fields of expertise, functions and responsibilities.
- n. In general, respondents must indicate the experience and field/s of expertise of their companies and must specifically demonstrate their experience in similar assignments and an understanding of the services required.
- o. Respondents are responsible for any and all costs and liabilities incurred in responding to this RFP. The Funds will not be responsible for any costs whatsoever or howsoever arising.

- p. The Funds reserve the right to withdraw this RFP for any reason and at any time without incurring any cost or liability.
- q. The Funds reserve the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding business history and practices of a respondent, and to take any such information into consideration in the evaluation process.
- r. The Funds do not have to explain acceptance or rejection of any specific service provider and the Funds' decision is final and binding, and no correspondence will be entered into in this regard.
- s. Shortlisted candidates will be required to do a presentation to the selection committee during February 2026. Physical attendance will be required, and no presentations will be conducted via Microsoft Teams. Shortlisted candidates will be informed of venue and dates for presentations.

4.6. Compliance requirement: structure of responses

The structure of proposals is as follows:

- 4.6.1. Proposals must be electronically generated and signed by the individual(s) legally authorised to bind the respondent. The electronic copies of the RFP proposal and/or examples of work must be provided in Adobe Reader Portable Document Format (PDF) and saved in a downloadable folder, free of any viruses or malicious ware.
- 4.6.2. Legibility, clarity and completeness are essential.
- 4.6.3. Responses must be prepared as simply as possible, providing a straightforward, concise description of the interested parties and the capabilities available to satisfy the requirements of the RFP.
- 4.6.4. The RFP response must be presented in the following format:

Section	Title
1	Executive Summary of Proposal
2	Company background and track record
3	Proposed team members to provide services and their credentials

4	Proposed services
5	Key Deliverables
6	Pricing Schedule
7	References (three references to be included)
8	B-BBEE: Transformation and Skills Transfer
9	Supporting documentation

Failure to comply with paragraph 4.6. will result in the relevant response being disqualified.

4.7. Evaluation Criteria

Respondents will be evaluated according to the extent to which they are able to fulfil the requirements of the Funds. Evaluation criteria will place emphasis on the following areas:

Phase	Criteria	Points
1	Mandatory documents & eligibility	Qualify/Disqualify
2	Functional Ability: Technical (minimum threshold 70/100)	70
	– Firm and team experience	25%
	– Track record and references	25%
	– Methodology and turnaround times	25%
	– Skills transfer and transformation	15%
	- Cybersecurity, POPIA and Practice Management Software	10%
3	Pricing / Cost	30
Total		100

Respondents must be well established entities with expertise in providing debt collection services in compliance with the Pension Funds Act, FSCA Requirements and Conduct Standards, Debt Collection Practices and litigation related to these areas of law.

Respondents are required to indicate the period they have been in operation in this specific environment and must include supporting documents in respect of such specific expertise. We require respondents to have a minimum of ten (10) years' experience in providing legal, technical and legal advisory services.

Respondents must also provide supporting documentation relevant to issues such as the ownership of the business, management structure and B-BBEE credentials in the format indicated in this RFP document.

Evaluation criteria in detail:

4.7.1. Mandatory Eligibility Requirements

No submission will be considered if the below is not met; therefore, failure to comply will result in automatic disqualification.

Requirement	Proof Required
Firm registered with Legal Practice Council	LPC registration certificate
All directors/partners/attorneys handling Funds matters hold valid admission certificates	Certified copies
Letters of good standing with the Legal Practice Council in respect of each director of the firm (including confirmation of fully paid-up annual fees, confirmation that there are no complaints or pending investigations against any of the directors)	Certified copies
Valid Fidelity Fund Certificate (firm and individuals)	Certified copies
Professional indemnity insurance ≥ R15 million	Certificate of insurance
Registered with the Council for Debt Collectors (if performing pre-legal collection in-house)	CFDC registration
Practice management and / or debt collection software (i.e. Ghost Practice or AJS)	Confirmation from Service Provider
Tax compliant (SARS TCS PIN)	Valid PIN

B-BBEE: Rating certificate from a South African National Accreditation System (SANAS) accredited rating institution or an affidavit wherever applicable	Certified copies
Declaration, acceptance of the RFP terms and conditions	Signed on Company Letterhead

4.7.2. Functional Ability

Respondents must submit a capability statement with:

- Minimum ten (10) years' post-admission experience of the lead attorney in pension fund-related debt recovery.
- Dedicated team of at least 1 director/partner, 2 candidate attorneys/professional assistants. The capacity and experience of the proposed support team, with CVs of team members which must include qualifications and relevant experience.

4.7.3. Track Record and References

The Funds will require references from established companies/clients for whom the respondents conducted similar services:

- Successful recovery of at least R10 million year on year in the past 3 years for institutional clients (provide verifiable references).

The Funds therefore require information regarding contactable clients. Respondents must include references from at least three clients in South Africa in the following format:

- Client name.
- Contact details (telephone and email address).
- Client representative.
- Service description (scope of services delivered and total contract value thereof).

When providing information regarding references it is accepted that the respondent has cleared with the referee that the client can be contacted directly by the Funds or their consultants.

4.7.4. Methodology and turnaround times

It is required that respondents are fully familiar with the requirements set out in the Pensions Funds Act and FSCA Conduct Standards in so far as the collections of arrear contributions is concerned, and it is therefore required that a roadmap which includes regulatory timelines is included in the submission.

4.7.5. Skills Transfer and Transformation

The Funds are committed to advancing transformation objectives and therefore details of the service provider's B-BBEE credentials, supported by a copy of a rating certificate from SANAS accredited rating institution or an affidavit wherever applicable, with details of the relevant company profile must be provided.

As a minimum, specific reference must be made to transformation and skills transfer imperatives.

4.7.6. Cybersecurity, Practice Management Software and POPIA

Respondents must demonstrate that they have robust, up-to-date information security measures and fully compliant data-protection processes in place, given the highly sensitive nature of pension-fund member data, employer contribution records, and financial information that will be processed.

Submissions must address the following requirements with supporting evidence:

- (i) Information Security Governance
- (ii) Practice Management / Debt Collection Software
- (iii) POPIA Compliance
- (iv) Cybersecurity Insurance
- (v) Business Continuity and Incident Response
- (vi) Third-Party Providers

5. Pricing Structure

- Respondents must provide full details of pricing models and assumptions made in the pricing, as is required by the FSCA for SLAs of this nature.
- All prices are to be quoted in South African Rands (ZAR) and must include VAT.
- The services relate to debt collection. As such a detailed schedule is required for each step of the debt collection process (including pre-litigation processes).
- Correspondent Fees: no more than the tariff provided for in Superior Courts Act and/or the Magistrates' Courts Act (subject to various party-party scales and quantum/jurisdictional limits as the case may be).
- No briefing of advocates will be allowed in lower courts. If a firm does not have the resources to conduct trials in the lower courts, such respondent firm should not submit a response. All briefing of advocates will be subject to Funds' approval.
- The Pricing Schedule must reflect the hourly fees (or range) charged by candidate attorneys to directors and advocates. Please see below example of how pricing should be presented:

Level	Rate Per Hour	Maximum Day Fee
Candidate Attorney	Rxxxxx- Rxxxx	Rxxxx
Associates	Rxxxxx- Rxxxx	Rxxxx
Senior Associates	Rxxxxx- Rxxxx	Rxxxx
Director	Rxxxxx- Rxxxx	Rxxxx
Advocate	Rxxxxx- Rxxxx	Rxxxx

- Proposals will remain valid for a period of at least 90 days from the closing date of the RFP.

6. Submission Requirements

Link to one original downloadable electronic submission in PDF to louwresses@mibfa.co.za

Clearly marked: "RFP 2026/01 – Debt Collection Panel"

6.1. Further requirements

In addition to all requirements contained in this RFP, the following must also be addressed (refer to paragraph 4.6 above for relevant sections of submission):

6.1.1. Declaration of acceptance of the RFP terms and conditions

Respondents must, on the official letterhead of the firm submitting the response, declare that:

- a. the information provided in all documentation is true and correct.
- b. the signatory of the tender document is duly authorised to do so by means of their role in the firm, to be confirmed by a special or general resolution of the firm responding and
- c. undertake that all information gained from the Funds through this RFP document or from any other interaction relevant to this RFP, will remain confidential.
- d. Acceptance confirmation of the RFP terms and conditions contained in Appendix A (Please be advised that in addition to the terms set out in Appendix A, a Service Level Agreement will be negotiated and agreed with a successful bidder).

6.1.2. Firm details and stability

Please provide a response to each of the following questions:

- a. How long the firm has been in operation within its current specific environment of providing legal services.
- b. The areas of specialisation of the firm, paying particular attention to core activities.
- c. The firm's summarised value proposition to its clients.
- d. The firm's registration number and supporting registration documents.
- e. The firm's overall organisational structure and key resources within this structure that will be dedicated to the Funds.

6.1.3. Local Presence and Experience

- a. Provide details of the respondent firm's head office location.

- b. If the head office location is not in South Africa, also provide details of local firm offices, support and visibility.
- c. Provide the year of establishment of the respondent firm and the number of employees currently employed.
- d. Provide instances of the firm's experience in providing legal services.
- e. Provide evidence of the firm's experience in engaging with clients at executive and board level.

6.1.4. Approach

This section will demonstrate to the panel whether the respondent understands the operating and regulatory environment of the Funds *vis-à-vis* MIBFA and the MEIBC:

- a. Describe how your firm would approach this engagement, and methodologies to be adopted. Please detail the phases, activities and milestones involved.
- b. Describe how and when the required capabilities and resources from your firm will be deployed.
- c. Describe the resources required from the Funds.

6.1.5. Supporting Documents

- a. RFP response as per paragraph 4.6.4.
- b. Documents required as Mandatory Eligibility Requirements per paragraph 4.7.1.
- c. Pricing Structure per paragraph 5.

7. Contact for Enquiries

All queries to be submitted in writing only to: Email: louwresses@mibfa.co.za

No telephone queries will be entertained.

The Funds reserve the right not to appoint any bidder and is not obliged to accept the lowest or any bid.

Appendix A – General Conditions of Contract

1. Background

- 1.1. The Funds wish to appoint a suitable service provider for the provision of legal services. By submitting a response to the RFP sent out by the Funds, a respondent automatically undertakes to be bound by, and agrees to, the conditions set out in this entire document.
- 1.2. Respondents that do not consider themselves bound by the provisions of this entire document should not respond to the RFP, as submission of a response pre-supposes agreement to the terms of this agreement.

2. General Conditions of Contract

- 2.1. The Funds set out the General Conditions of Contract (GCC) and the respondent accepts the conditions that will apply to the work to be done by the service provider appointed in terms of the RFP detailed in this GCC document. Once signed by both parties, these GCC terms will form part of the basis of a suitable agreement between the Funds and the successful service provider.
- 2.2. An additional Service Level Agreement (SLA) detailing *inter alia* the services to be rendered, the fees in relation thereto, the performance metrics and/or KPIs of the service provider, and regulatory requirements will be entered into after the Funds have selected their preferred service provider(s). These GCC contain general contracting principles which will establish the basis of such an agreement to provide the services as outlined in the RFP. It will serve to explain the conditions under which the appointment of the preferred service provider is made, but may also be extended in the SLA to exclude matters addressed in the RFP or extended to include other matters not necessarily addressed in this RFP.

3. The Services

- 3.1. The service provider will provide the services described in the RFP, and at the location(s) to be set out in the SLA detailing the services to be rendered.

- 3.2. The services described in the RFP are not an exhaustive list of all services to be performed by the successful respondent, and may be extended or limited.
- 3.3. Where the SLA refers to services to be performed, this means that the service provider will provide the Funds with the services and will be responsible for the management and control of the services and the quality of any deliverables listed in or referred to in the SLA.
- 3.4. Where the SLA refers to services to assist the successful service provider, the Funds will use reasonable skill and care, as specified, to assist the service provider with its work, but the service provider will be responsible for the overall management and control of the services and for the results to be achieved from using the services.

4. The service provider's staff

- 4.1. Where individual members of the service provider's staff (including partners and directors) are named in the SLA and/or RFP response, the service provider will make every reasonable effort to ensure that the named individual(s) are available to support its work stated in the SLA.
- 4.2. Where the service provider considers changes in its named staff necessary or appropriate, for reason of, *inter alia*, resignation, relocation, training or illness, the service provider may make the changes after giving the Funds reasonable notice and will provide the Funds with details of replacement staff.

5. Contract Management

Both parties may designate a contact person that will be responsible for managing all issues relating to the performance of the agreement.

6. Deliverables

Preparation and Delivery: The Funds will incorporate the deliverables listed or referred to in the RFP into the SLA to be signed with the preferred service provider.

7. Fees and Payment

The Funds agree to pay for the services as set out in the SLA. All invoices will be payable within thirty (30) days from date of receipt thereof.

8. Term, Suspension and Termination

8.1. Duration of Contract

The SLA will apply from the commencement date stated, or where no commencement date is specified, from the date of signature of the SLA by both parties. The SLA will continue until all the services and deliverables have been provided over the five (5) year contract period unless it is terminated earlier in accordance with the terms set out below.

8.2. Termination of the Contract

Unless stated otherwise in the SLA, the SLA may be terminated by either party at any time by giving the other party no less than 30 days' written notice. Where the SLA is terminated in this way, the Funds will pay the service provider for all services provided and completed up to the date of termination.

8.3. Termination for Breach of Contract

The SLA may be terminated by either party by written notice with immediate effect if the other commits a material breach of any term of the SLA that is not remedied within ten (10) days of dispatch of a written request to remedy the same, where such breach is capable of being remedied.

8.4. Termination for Insolvency

The SLA may be terminated by either party by written notice in the event that the other party is unable to pay its debts or has been placed under business rescue, administration, liquidation (whether provisional or final) or similar person or officer appointed or compromises generally with its creditors or ceases for any other reason

to carry on business, or in the reasonable opinion of the other party any of these events appears likely.

8.5. Termination in the event of service provider no longer being in good standing and/or failing to comply with regulatory compliance.

The following will serve as grounds for immediate termination of the SLA with the service provider:

- a. The service provider or any of its directors and or associate attorneys fail to obtain a Fidelity Fund Certificate(s) or letter of good standing or have such revoked (for any reason whatsoever).
- b. The service provider or any of its directors and or associate attorneys be found to fail any fit and proper requirement, whether by LPC decision and/or court order.
- c. The service provider or any of its directors and or associate attorneys be investigated (whether by LPC or otherwise), or be involved in any litigation involving misappropriation of any funds, and or convicted of any crime relating to funds.
- d. Failure to maintain minimum insurance specified in the RFP.

In such instances, the Funds will immediately terminate the SLA, and the service provider will before close of business on the same day transfer all related funds, whether held in trust or business accounts of the service provider, to a bank account nominated by the Funds. Outstanding invoices for any work performed up to date of termination will then be payable within thirty (30) days of termination date.

9. Confidentiality and Conflicts of Interests

- 9.1. By signing the agreement, each party is under a professional obligation not to disclose to a third party any information confidential to the other party. Similarly, reports by the service provider are for the use of the Funds alone and may not be disclosed to third parties without the Funds' prior written consent.

- 9.2. Notwithstanding clause 9.1 above, either party will be entitled to disclose confidential information of the other to a third party to the extent required by law or where the said information is already known to the public due to no fault on the other party, provided that in the former case (and without breaching any legal requirement), where reasonably practicable not less than five (5) business days' notice in writing is first given to the other party.
- 9.3. Respondents are required to declare any relationship (family, friend, other) between themselves and any person employed by MIBFA and/or the Funds (including Trustees) who may be involved with the evaluation and or adjudication of this RFP. Such declarations may be included as part of the Respondent's proposal. In addition, service providers with such an interest may be required to complete the Funds' standard declaration of interest form.
- 9.4. The Respondent further agrees that they are compliant with POPIA and any processing of the Fund's personal information or special personal information as defined in the POPIA shall be in line with the POPIA. The Respondent shall also not share the Funds' Personal or Special Personal Information with any third parties unless given specific permission to do so. On completion of this RFP process, the Respondent will return all Fund confidential, Personal and Special Personal Information to the Funds and confirm that it no longer holds any such information. These POPIA provisions shall remain in force in perpetuity.

10. Liability

- 10.1. The service provider shall use reasonable skills and care expected from an expert in its industry in the provision and delivery of the services and the deliverables in terms of the agreement.
- 10.2. The service provider shall accept liability to pay compensation for damages and losses suffered by the Funds arising as a direct result of breach of contract, misconduct, dishonesty/fraud or negligence (including gross negligence) on its part or third parties acting on behalf of the service provider in respect of services provided in connection with, or arising out of the agreement (or any variation or addition thereto).

11. General

- 11.1. *Force Majeure*: Neither of the parties to the agreement will be liable to the other for any delay or failure to fulfil obligations caused by circumstances beyond its reasonable control.
- 11.2. Assignment: Neither of the parties to the agreement may cede, assign, delegate, transfer, encumber, charge nor otherwise seek to deal in any of its rights or obligations under the agreement without the prior written consent of the other party.
- 11.3. Notices: Notices must be served either personally, sent by prepaid registered post or e-mailed to the address of the other party given in the SLA or to any other address as the parties may have notified during the period of the SLA. Any notice sent by registered post will be deemed to have been delivered ten (10) days after sending. Any notice sent by e-mail or served personally will be deemed to have been delivered on the first working day following its dispatch.
- 11.4. Amendment: Any amendment or consensual variation, cancellation or termination of the agreement, or any of its terms, will not be effective unless agreed in writing and signed by both parties.
- 11.5. Survival: The confidentiality clause in the agreement shall survive the termination or expiry of the agreement and shall continue to bind the parties to the agreement.
- 11.6. Electronic Communications: During the provision of the services, the Funds may from time to time communicate electronically. However, as the service provider is aware, the electronic transmission of information cannot be guaranteed to be secure or error-free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, whilst the Funds carry out commercially reasonable procedures to check for the most commonly known viruses and to check the integrity of data, it remains the service provider's responsibility to carry out a virus check on any documents before launching them, whether to be sent or to be received on disk or otherwise. Therefore, and notwithstanding any collateral contract, warranty or representation, the Funds will have no liability to the service provider on any basis, whether in contract,

delict (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information to or from the service provider and the service provider's reliance on such information and including (but not limited to) the acts or omissions of the relevant service providers. If the communication relates to a matter of significance on which the service provider wishes to rely and is concerned about the possible effects of electronic transmission, the service provider should request a hard copy of such transmission from the Funds.

- 11.7. Validity of contract provisions: If any provision of the agreement is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the agreement. In any event, the enforceability of the remainder of the agreement will not be affected.
- 11.8. Conflict: In the event of any conflict between the SLA and any other document that forms part of the agreement, the SLA shall prevail except where amended by specific reference to the relevant clause of these GCC. In the event and only to the extent of any conflict between the SLA and any referenced or attached document other than these GCC, the SLA will take precedence.
- 11.9. Applicability: The SLA shall apply to work undertaken in relation to the service provider, its holding company or any of its subsidiary, associated or related companies, agents or sub-contractors providing services in terms of the agreement.

12. Dispute Resolution and Governing Law

- 12.1. Should any dispute arise between the Funds and the service provider, both parties will attempt to resolve the dispute in good faith through senior-level negotiations. If the dispute is not resolved through negotiation or mediation within a reasonable time, both parties agree that it shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa (AFSA) by an arbitrator or arbitrators appointed by AFSA and agreed upon by both parties.

- 12.2. The arbitration clause does not prohibit a party from seeking relief in a dispute where urgency can be proved, and where, as a result, application can be made for an urgent interdict, urgent declaratory order or other urgent relief to any court of competent jurisdiction, on condition that such urgent relief is only of an interim nature pending the determination of the dispute by the arbitrator.
- 12.3. The parties submit in this regard, to the non-exclusive jurisdiction of the Gauteng Local Division of the High Court, Johannesburg. These GCC and the SLA shall be subject to South African law.

13. Quotation/Proposal Conditions/Validity of Quotations

Quotations must remain valid for a period of at least 90 days from the closing date of the RFP.

14. VAT

Value Added Tax must be included in all prices and costs quoted, where applicable.

15. Closing Date for Proposal Submission

The closing date and time for submission of proposals to the e-mail address indicated at 12:00pm. The Funds reserve the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding past business history and practices of the respondent, and to take any such information into consideration in the evaluation process.

16. Acceptance

By submitting a proposal, the service provider agrees to be bound by these GCC terms contained herein, and agrees further to entering into negotiations to conclude a SLA should the respondent be selected as a service provider.